

# **Reston Place**

## **Resolution for Fees/Fines Policy**

**Whereas, Article Five of the Reston Place Homeowners Association, Inc. Articles of Incorporation states:**

This Association does not contemplate pecuniary gain or profit to the members thereof; however, it is specifically empowered to:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Judge of Probate, Tuscaloosa County, Alabama, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set out at length; to fix, levy, collect and enforce by any lawful means payment of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

### **Determination of Infraction**

Any member of the Association or its Agents may notify the Board or its Agent of a potential violation. The President along with two other Board members will make a determination whether a potential violation has occurred.

### **Notification**

1. The Board or its Agent shall notify the homeowner of the alleged violation in writing and give a reasonable amount of time as determined by the Board to correct the violation. The notice shall state the nature of the violation, the expected corrective action, a timetable for which the violation must be corrected, and corrective measures available to the Association to remedy the situation.
2. If the Board determines that the violator has not corrected the violation in the time frame as previously determined, the Board or its Agent will send via certified mail a notice of infraction or violation to the offending homeowner. This notice shall state the nature of the violation, the expected corrective action, a timetable for which the violation must be corrected and corrective measures available to remedy the situation. This certified notice may also levy a fine if the infraction is not corrected in a timely manner. The Association shall provide at least fourteen days written notice of the impending fine and an opportunity for a hearing.

### **Fines**

Should a fine be imposed, the fine amount shall be \$100 (one hundred dollars) per incident unless the Board approves a lesser amount. A single fine may be levied or a fine may be levied on the basis of each day of a continuing violation. In no case will a fine exceed \$1,000 (one thousand dollars). Fines, once levied by the Board and affirmed by the Hearing Committee, if a hearing was requested, shall be immediately due.

Nonpayment after 30 days shall result in the filing of a judgment by the Association Attorney and shall include all Attorney and Court costs.

### **Hearing Process**

Should a fine be imposed, the offending party will be given an opportunity for hearing. If requested, the hearing will be scheduled giving at least a 14 (fourteen) day notice. The fine and related issues will be reviewed by the Hearing Committee which will be comprised of one Board member and two residents of Reston Place. The offending party is encouraged, but not required, to participate in the Hearing Process. Decisions of the Hearing Committee will be final.

This resolution was adopted by the majority of the Board at a duly called meeting held 2<sup>nd</sup> day of January, 2018.